



Prepared especially for

**KEMPTON PARK
HOMEOWNERS ASSOCIATION, INC.**



**Kevin M. Davis, LCAM
President
Community Management Specialists, Inc.
1750 West Broadway
Suite #220
Oviedo, FL 32765
407-359-7202**



Executive Summary

Thank you for the opportunity to bid the professional management of KEMPTON PARK HOMEOWNERS ASSOCIATION, INC. It is our sincere hope to assist the Board in creating and maintaining a pleasant living environment for each homeowner in your community. We currently manage several Homeowner Associations in the Central Florida area including Harbor Isle, Preserve at Soldiers Creek, Oviedo Forest, Heather Brookes Estates, Lake Charm, Rybolt's Reserve, Waverlee Woods & River Edge Estates just to name a few, therefore accessibility & availability are easily achieved.

The staff at Community Management Specialists, Inc. includes over ten years of Homeowner and Condominium Association management experience with homes ranging from \$50,000.00 in value to over \$1 million and communities from 12 units to over 4,000. We have worked with several Developers, Builders and Board of Directors to assist in the day-to-day operation of Homeowners Associations. Although our office is one of the smaller property management firms in Central Florida, our strength lies in unsurpassed customer service and homeowner care.

Board members often ask us, "What makes your company different from others?" Our answer, "Community Management Specialists is not interested in obtaining hundreds of accounts in a 'get rich, quick' scheme; rather we concentrate on the select few associations we have to assure they are taken care of in a prompt and courteous manner." We also have integrated gate software which allows us to remotely connect to any gated community to enter access codes, delete or add members' names and phone numbers, change opening & closing times and check whether a gate is functioning properly, all at no additional cost to you. In addition to this convenient feature, homeowners can report violations, request a statement, or request maintenance through our website by visiting www.cmsorlando.com.



Our Responsibilities

Below, you will find a list of basic duties & responsibilities we will provide if awarded the contract to manage the KEMPTON PARK HOMEOWNERS ASSOCIATION, INC.

1. **Maintain individual ledger accounts** for each member on which are posted all debits and credits to include monthly computations of interest and/or late charges due on delinquent accounts; provide access to county tax rolls for identifying or confirming new owners; sending out welcome packages, distribute and track keys sent to owners for tennis courts/swimming pools, etc., according to ASSOCIATION'S policy.
2. **Mail assessment statements** to all members according to ASSOCIATION'S documents and Board policy; provide estoppel information on assessment balance to closing agents on new owners and re-finance of loans; provide loan underwriters with ASSOCIATION'S information; provide appraisers with ASSOCIATION'S information.
3. **Mail reminders and past due notices** to all members who are delinquent in payment of assessments according to THE ASSOCIATION'S documents and collection policy established by the Board; post interest and late/administrative fees as provided in documents and Board policy; turn accounts over to collection agency for reporting to Credit Bureau or to THE ASSOCIATION'S attorney for legal proceedings according to Board policy.
4. **Receive, deposit, disburse and account for all ASSOCIATION funds.**
5. **Prepare monthly financial statements** including an income and expense statement with budget comparison, a balance sheet, an itemized listing of accounts receivable, a disbursement register and account reconciliation statement, by the next Board meeting date or as required. General Ledger available upon request. Accounting will be on an accrual basis.
6. **Provide individual member(s) with records** or financial statements upon written request.
7. **Coordinate annual audit or review** of THE ASSOCIATION'S financial records, by a Certified Public Accountant of THE ASSOCIATION'S choice or review committee established by the Board.
8. **Coordinate financial information** and supervise the completion and submission of Federal and State Corporate Tax Forms and State Intangible Tax Forms as required by governmental agencies with a tax specialist designated by the Board of Directors; prepare and mail annual 1099's for all contractors according to government requirements. Annually renew THE ASSOCIATION'S state of Florida Uniform Business Report.



Responsibilities (Cont'd)

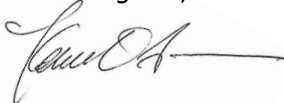
9. **Prepare, reproduce, and mail notice of ASSOCIATION'S annual general membership meeting.** If required by THE ASSOCIATION'S Board, reproduce and mail copy of year-end financial statements to all members of THE ASSOCIATION (cost of copies and postage paid by THE ASSOCIATION).
10. **Maintain a complete record of all financial documents.**
11. **Assist directors in preparation of the annual budget and reserve schedule** to be submitted to the Board of Directors no later than December 1 or as otherwise directed.
12. **At the specific direction of the Board of Directors, insure that members have been provided with notice of intent to place liens,** insure that liens have been recorded and insure that satisfaction of liens are recorded once account is current.
13. **At the specific direction of the Board of Directors, AGENT will facilitate notice of intent to initiate foreclosure to proper members,** insure that foreclosure has been initiated and follow-up on foreclosure suits with THE ASSOCIATION'S attorney to the point a resolution of the matter can be reached.
14. **Provide a repository for official records** of THE ASSOCIATION to include covenants, correspondence files, insurance policies, and minutes of meetings of THE ASSOCIATION, etc.
15. **Attend up to twelve (12) Board of Director meetings** per year and/or general business meetings of THE ASSOCIATION, that includes one (1) annual meeting per year.
16. **Type and reproduce Board meeting minutes and mail to all Board members** along with meeting notice, agenda and monthly management report.
17. **Prepare, reproduce and distribute general announcements** and other information to all members. Printing and postage to be paid by THE ASSOCIATION.
18. **Receive and coordinate response to all correspondence** addressed to THE ASSOCIATION.
19. **Assist Board of Directors in enforcing THE ASSOCIATION'S Covenants, Conditions and Restrictions** by preparing and mailing appropriate violation notices developed in coordination with the Board. Provide a list of members or residents in violation and type of violation to be provided by the Board of Directors. Assist Board of Directors with appropriate notice and action should a violation progress to the fine hearing stage. Coordinate with ASSOCIATION'S attorney if violation progresses to litigation.
20. **Receive and coordinate response to calls and letters received from owners/residents** concerning violation notices and fine hearing procedures.
21. **Conduct Board Training of Officers and Directors** as requested by the Board of Directors (cost of materials to be paid by The ASSOCIATION).

Responsibilities (Cont'd)

22. **Act as Registered Agent for The ASSOCIATION** and provide office location for process service purposes (foreclosure's of members mortgages, and any other legal proceedings).
23. **Type, reproduce and mail newsletter, if applicable** (information and articles provided by Board of Directors and committee chairs; cost of postage and photocopies to be the responsibility of THE ASSOCIATION.)
24. **Act as THE ASSOCIATION'S liaison with others** such as developers, government agencies, attorneys and realtors. Provide Board of Directors with changes in laws and regulations relating to homeowners associations.
25. **Receive maintenance requests from individual board or committee members** and, when such requests meet approved guidelines, prepare and issue purchase requests, follow up on requests, inspect work as required, disburse ASSOCIATION'S funds to pay for maintenance services.
26. **Obtain competitive bids, make awards, supervise contract compliance, and disburse ASSOCIATION'S funds for contracted services** such as liability insurance, pool and grounds maintenance, pest control, and other special requirements of THE ASSOCIATION. All maintenance personnel, subcontractors and/or vendors shall be contractors of THE ASSOCIATION.
27. **Gate Management (if your community is gated)**, this includes direct communication with Gate Maintenance company of choice to ensure that gate is in working order 24hrs 7 day a week. Directly link to your gate system to do system updates, correction and data input. We change, update and establish new names, numbers and codes for all homeowners in your community and maintain daily.

I would like to personally meet with you to discuss the opportunity to manage KEMPTON PARK HOMEOWNERS ASSOCIATION, INC. I can be reached at (407) 359-7202 or via email at Kevin@CMSOrlando.com. I look forward to hearing from you.

Best Regards,



Kevin M. Davis
President

Experienced Staff

Kevin Davis, LCAM
Owner
10 Years Experience

**Accounting &
Collections
Division**

**Dedicated Maintenance
Team and Exclusive
Vendors**

**Professional
Marketing
and Operations**

**Dedicated Team of
Administrative
Professionals**

**Non-Compliance
Enforcement
Division**

Expert Vendors Available

Excellent vendor relationships afford your association premium landscaping services



Before and After Photos of Live Oak Reserve – One of Oviedo's finest residential communities.

Winner of the 2007 Best Community of the Year Award

Community of the Year Award
Winner of the 2007 Best



Welcome Letter

Dear Homeowner:

Our firm has been retained by the Board of Directors for KEMPTON PARK HOMEOWNERS ASSOCIATION, INC. to oversee the property management responsibilities for your community. Our staff at Community Management Specialists, Inc. has over ten years experience managing high-scale developments such as yours.

Our responsibilities include record keeping, accounting and the collection of assessments as established by the annual budget. The common expenses of the community are paid from the quarterly assessments and through developer funding. These funds are deposited into checking and reserve accounts, which are maintained in the Association's name. The Board receives monthly financials that are prepared by Community Management Specialists, Inc. for their review and approval.

Other duties include working with the Board and committees to make sure homeowners comply with the Covenants, Restrictions, Rules, Regulations and By-Laws. Your community is a deed-restricted community and we work hard to make sure your investment is protected.

All correspondence and payments should be sent to our office. You may also contact us by phone or email at the address below.

KEMPTON PARK HOMEOWNERS ASSOCIATION, INC. is a community with which we are proud to be involved. We look forward to working closely with your Board of Directors, its Committees and the homeowners of Porter Place, in an effort to build and maintain a pleasant community environment.

Thank you for the opportunity to serve you and we look forward to meeting you.

Sincerely,



Kevin M. Davis, LCAM
President

Management Reports



Community Management Specialists, Inc.
P.O. Box 620368
Oviedo, Florida 32762
ph. 407-359-7202
ph. 866-359-7202
fax. 407-971-1490

Management Report Beacon Hill Homeowners Association, Inc.

November 19, 2007

FINANCIALS

- November Financials are enclosed
- Collection Action Report enclosed

GROUNDS & MAINTENANCE

- Dumpsters
 - Waste Management has been contacted regarding the damage to the Wareham Court dumpster. They are also assessing the repainting of the Embassy Court dumpster previously painted poorly.
- Landscaping
 - Ace Property Management completed a leaf-pick up sweep throughout the community.
 - Budget Tree has been contacted to re-treat the banana tree area and apply the appropriated herbicide to retard future growth.
- Fence
 - Southwest Survey was awarded the contract for surveying the western boundary in anticipation of fence replacement. I have called the company to schedule the survey – but have not spoken with the individual (we've exchanged messages several times). Will follow up and schedule survey as soon as possible.
- Cabana/Pool Area
 - Advanced Leak Protection completed the repair for the community pool on 12/13/07. The documentation for the repair was faxed to the Seminole County Utility company on the same day for processing of a revised water bill.
 - Proposal enclosed for roof repair to cabana
 - Anne: Ask Bernie about what work he has already done to the deck and the proposal for \$2780 for labor & Material on pool deck.
- Irrigation
 - A & H Sprinklers was contacted regarding the poor appearance of the annuals at the front entrance. Birch Short reported in 12/13 that there may be a pump issue – he is investigating and will advise.

Monthly Management
reports updating status of
all projects

Monthly Financials

Profit & Loss Budget vs. Actual October 2007

	Oct 07	Budget	\$ Over Budget
Income			
Homeowners Fees	17,784.50	17,547.03	237.47
Interest & Late Fees	850.00		
Miscellaneous Income-Keys	0.00		
Returned Check Charge	75.00		
SPECIAL ASSESSMENT	8,583.65		
Total Income	27,293.15	17,547.03	9,746.12
Expense			
A/ C Maintenance	0.00	105.00	-105.00
Cable TV	22.97	22.00	0.97
Entrance Lights Maintenance	663.50	55.00	608.50
Fla. Corporation Filing Fees	0.00	5.17	-5.17
HOA Socials	0.00	66.67	-66.67
Insurance	1,443.10	400.00	1,043.10
Irrigation System Maintenance	535.00	340.00	195.00
Janitor Service	405.00	405.00	0.00
Janitorial Supplies	0.00	35.00	-35.00
Koi Fish Food	9.95	15.00	-5.05
Koi Fish Pond Repair	150.79	20.00	130.79
Koi Pond Maint.	150.00	150.00	0.00
Landcare- Plant Replacement	750.00	666.66	83.34
Landcare-Mowing	5,000.00	4,167.00	833.00
Landcare-Tree Trimming	0.00	416.67	-416.67
Landcare-Weed & Feed	0.00	1,975.00	-1,975.00
Miscellaneous- Keys	25.17		
Office Supplies	1,142.89	234.55	908.34
Pest Control	175.00		
Pool Cleaning	820.00	820.00	0.00
Pool Permits	0.00	30.00	-30.00
Professional Fees			
Accounting & Tax Preparation	0.00	83.33	-83.33
Legal Fees	0.00	208.33	-208.33
Management Fees	869.40	869.40	0.00
Total Professional Fees	869.40	1,161.06	-291.66
Repairs			
Clubhouse Repairs	988.50	365.00	623.50
Exercise Room Repairs	0.00	50.00	-50.00
Labor-Misc. Projects	80.00		
Pool Furniture Repair/Replacem	0.00	30.00	-30.00
Pool Repairs	0.00	45.00	-45.00
SPA Repair	0.00	75.00	-75.00
Street Repairs	0.00	70.00	-70.00
Total Repairs	1,068.50	635.00	433.50
Retention Pond Maintenance	0.00	47.50	-47.50
Special Assessments-Home Loans-2007	100.00		

Easy-to-read
Monthly Financial Reports
for all
Board of Directors

BOARD OF DIRECTORS

Collection Reports

Accou	Customer	Address	1st Notice	2nd Notice	Final Notice	Pre-	Lien		
22	Bradshaw	2144 Sunset Terrace	3/31/07	4/30/07	5/31/07	6/30/07			
			Foreclosure	Bank Foreclosure	Bankruptcy	Pmt. Plan	Paid		
Note 1: CMS, Inc. opened file 5/31/07 - Final Notice Expires 6/20/07 Note 2: CMS, Inc. sent Intent to Lien (expires 7/31/07) Note 3: CMS, Inc. sent to JAG, P.A. to Lien 08/08/07 Note 4: Lien Secured								Current Balance	Status
								\$271.01	Open
36	Rosenplatt	10648 Cloudview	3/31/07	4/30/07	5/31/07	6/30/07			
			Foreclosure	Bank Foreclosure	Bankruptcy	Pmt. Plan	Paid		
Note 1: CMS, Inc. opened file 5/31/07 - Final Notice Expires 6/20/07 Note 2: CMS, Inc. sent Intent to Lien (expires 7/31/07) Note 3: Received email from Homeowner, payment to be received by 8/17/07								Current Balance	Status
								\$0.00	Closed
51	Negrone	10609 Sunrise Terrace	3/31/07	4/30/07	5/31/07	6/30/07			
			Foreclosure	Bank Foreclosure	Bankruptcy	Pmt. Plan	Paid		
Note 1: CMS, Inc. opened file 5/31/07 - Final Notice Expires 6/20/07 Note 2: CMS, Inc. sent Intent to Lien (expires 7/31/07) Note 3: CMS sent to JAG, P.A. to file Lien 08/08/07 Note 4: Lien Secured								Current Balance	Status
								\$270.00	Open
60	Truong	10530 Sunrise Terrace	3/31/07	4/30/07	5/31/07	6/30/07			
			Foreclosure	Bank Foreclosure	Bankruptcy	Pmt. Plan	Paid		
Note 1: CMS, Inc. received Notice of Lis Pendens/Bank Foreclosure Note 2: Property Set to Close by 9/11/07 Note 3: Kevin Davis spoke with Title Co., delayed closing till 9/30/07								Current Balance	Status
								\$260.00	Open
64	Krug, III	10614 Sunrise Terrace	3/31/07	4/30/07	5/31/07	6/30/07			
			Foreclosure	Bank Foreclosure	Bankruptcy	Pmt. Plan	Paid		

Color-coded reports showing current status with updated balances

MIU abasred 0919UC62

Non-Compliance Reports

Alamo Woods Phase I & II HOA, Inc.
 Non-Compliance Report
 11/11/2007

Number	Street	Violation	1st Notice	2nd Notice	Final Notice	Atty	Notes/Response
006	Claudvieu Drive	There is a grey Ford Focus parking in the street. All vehicles must be parked on the driveway or in the garage.	10/18/07	11/11/07			
011	Claudvieu Drive	Oil on garage door needs to be removed	11/11/07				
012	Claudvieu Drive	Screen water raftner on left side of house	03/11/07	10/18/07	11/11/07		
014	Claudvieu Drive	Driveway has been painted without ARC approval. Please restore to original condition.	03/11/07	10/18/07	11/11/07		
018	Claudvieu Drive	Remove weeds from flower beds	11/11/07				
021	Spring Hammack Way	Dead rear screen need to be replaced	11/11/07				
028	Spring Hammack Way	There is a tau truck parking in the street. All vehicles must be parked on the driveway or in the garage.	10/18/07	11/11/07			
028	Spring Hammack Way	Weed eat around house	11/11/07				
034	Spring Hammack Way	Remove weeds from flower beds. Palm trees need to be trimmed Remove weeds from flower beds. Palm trees need to be trimmed	03/11/07	10/18/07	11/11/07		
035	Sunrise Terrace Drive	Remove weeds from flower beds	11/11/07				
036	Sunrise Terrace Drive	Entire yard needs to be reroadded. Remove weed from front window.	08/17/07	10/18/07	11/11/07		
038	Sunrise Terrace Drive	Remove weeds from flower beds.	11/11/07				
039	Sunrise Terrace Drive	Gar tank on Left side yard needs to be screened	10/18/07	11/11/07			
042	Sunrise Terrace Drive	Pool equipment on Right side yard needs to be screened	10/18/07	11/11/07			
045	Sunrise Terrace Drive	Remove reflectors from Right of Way	11/11/07				
047	Sunrise Terrace Drive	Landscape border needs to be repaired. Remove weeds from flower beds	03/11/07	10/18/07	11/11/07		
048	Sunrise Terrace Drive	Sunqret needs to be moved from view of the roadway	11/11/07				
049	Sunrise Terrace Drive	Gar tank and pool equipment need to be screened. Weight machine on Right side yard need to be removed	10/18/07	11/11/07			
050	Sunrise Terrace Drive	Water raftner on Right side yard need to be screened from view	10/18/07	11/11/07			HO faxed letter 11-18-07 stating this has been completed.
051	Sunrise Terrace Drive	Landscape border needs to be repaired. Palm trees need to be trimmed regularly	03/11/07	10/18/07	11/11/07		Owner called and feels there is nothing wrong with the bed. KD to re-inspect and call. HO called 11-18-07 and said he did not receive a return phone call. Please reinspect. Ho zero NOTHING wrong with the border.
051	Sunrise Terrace Drive	Remove weeds from flower beds	11/11/07				
052	Sunrise Terrace Drive	Please park all vehicles on the driveway or in the garage.	11/11/07				ho urate - not about parking, however the driveway has been pressure washed.
053	Sunrise Terrace Drive	Palm trees need to be trimmed regularly. Remove weeds from flower beds	10/18/07	11/11/07			
054	Sunrise Terrace Drive	Remove boards from Right side of yard. Water raftner on Right side of house need to be screened	11/11/07				

Monthly inspections
 conducted to safeguard
 property values

blobsid 49162






Monthly Office Supply Reports

	Copies	Color Copies	Fax	Manilla	Padded Envelope	Envelope (not plain)	Coupon	Labels	Certified Mail	Folders	LD Phone Call	Pool Passes	Long Distance Fax	Estoppel	Postcards
Bill															
Boods															
Estates															
De															
Mark II															
akes															
ings II															
es Springs II															
ers Edge															
est															
ooke															
ointe															
East															
ow															
ik															
EP															
ree															
rest															
er															
ove															
ates															
es Springs II															
erve															
ry															
ates															
ed															
ove															
er Lakes															
ona															
idge															

Accurate and timely
documentation of all
office expenses

office expenses

Newsletters

 Live Oak Reserve <small>WWW.LIVEOAKRESERVE.NET</small> A Newsletter for the Residents of Live Oak Reserve																									
<p>Meets Third Tuesday of every Month, 6:30 pm in the Live Oak Reserve Clubhouse</p> <p>HSA Advisory Board</p> <table border="0"> <tr> <td><u>Pinhurst</u></td> <td><u>Woodside Park</u></td> </tr> <tr> <td>Beth Woodson</td> <td>Keri Musumeci</td> </tr> <tr> <td><u>Oakwood</u></td> <td><u>Monrovia Glen</u></td> </tr> <tr> <td>Luzenn Hanken</td> <td>Denice Breen</td> </tr> <tr> <td><u>Heron's Landing</u></td> <td><u>Eagle's Landing</u></td> </tr> <tr> <td>Shelva Schenck</td> <td>Wille Nixon</td> </tr> <tr> <td><u>Croft's Landing</u></td> <td><u>Cedar Glen</u></td> </tr> <tr> <td>Scott Suehle</td> <td>Philp Gold</td> </tr> <tr> <td><u>Osprey Pointe</u></td> <td><u>Willow Point</u></td> </tr> <tr> <td>None</td> <td>Jane Pedgree</td> </tr> <tr> <td></td> <td><u>Quail Landing</u></td> </tr> <tr> <td></td> <td>Mike Robinson</td> </tr> </table>	<u>Pinhurst</u>	<u>Woodside Park</u>	Beth Woodson	Keri Musumeci	<u>Oakwood</u>	<u>Monrovia Glen</u>	Luzenn Hanken	Denice Breen	<u>Heron's Landing</u>	<u>Eagle's Landing</u>	Shelva Schenck	Wille Nixon	<u>Croft's Landing</u>	<u>Cedar Glen</u>	Scott Suehle	Philp Gold	<u>Osprey Pointe</u>	<u>Willow Point</u>	None	Jane Pedgree		<u>Quail Landing</u>		Mike Robinson	 <p>Thank you to all of the Live Oak Reserve Volunteers for helping to make the events a great success! We could not do it without you! If you would like to be a volunteer at any of our events please contact Sheila Morens at bsmorens@yahoo.com. Volunteers are always needed!</p> <p>October 9th at 7pm—Please join us at the clubhouse for our next event planning meeting.</p> <p>October 21- 4pm Halloween Parade and Carnival (RSVP needed)</p> <p>October 27- Halloween Maze</p> <p>December 1 - Santa visits Live Oak (tickets will be required)</p> <p>Town Hall Meeting: The Oviedo City Council invites you to a Town Hall Meeting on Thursday, October 4, 2007, at 6:30 p.m. at Oviedo City Hall, 400 Alexandria Blvd. The meeting is an open forum.</p> <p>Oktoberfest - Saturday, October 20, 2007, from 2:00 to 10:30 p.m. at the Oviedo Gym & Aquatic Facility at 148 Oviedo Blvd</p> <p>October 16, Oviedo Historical Halloween Cemetery Tour, 6:30pm Oviedo Cemetery (across from Oviedo High School). Be prepared to have fun and learn about Oviedo at the same time.</p>
<u>Pinhurst</u>	<u>Woodside Park</u>																								
Beth Woodson	Keri Musumeci																								
<u>Oakwood</u>	<u>Monrovia Glen</u>																								
Luzenn Hanken	Denice Breen																								
<u>Heron's Landing</u>	<u>Eagle's Landing</u>																								
Shelva Schenck	Wille Nixon																								
<u>Croft's Landing</u>	<u>Cedar Glen</u>																								
Scott Suehle	Philp Gold																								
<u>Osprey Pointe</u>	<u>Willow Point</u>																								
None	Jane Pedgree																								
	<u>Quail Landing</u>																								
	Mike Robinson																								
<p>Social Committee</p> <p><u>President</u> Sheila Morens</p> <p><u>Secretary</u> Denice Breen</p> <p><u>Treasurer</u> Melissa Beltz</p> <p><u>Leadership Committee</u> Ralph Bennett</p>	<p>Hello to all the residents of Live Oak Reserve. I know that the fall brings fun, and busy times, once again to everyone's lives. Enjoy the festivities of the months ahead, and especially the great activities that the social committee is putting together for you and your families. All the best!</p> <p style="text-align: right;">Kerri Musumeci</p> 																								
<p>Managed by:</p> <p>Kevin M. Davis, LCAM Comm. Mgmt. Specialists, Inc. PO Box 620088 Oviedo, Florida 32762 (407) 359-7202 (407) 871-1490 fax</p> <p><small>THIS NEWSLETTER IS PUBLISHED ON BEHALF OF LOR HSA, INC. COMM. MGMT. SPECIALISTS, INC. OR THEIR AGENTS AND REPRESENTATIVES AND NOT RESPONSIBLE FOR THE CONTENTS, RELIABILITY, ACCURACY OR AVAILABILITY OF INFORMATION, INCLUDING ADVERTISING, PROVIDED TO THE NEWSLETTER BY THIRD PARTIES.</small></p>	 <p>Live Oak Reserve's Community Garage Sale Saturday, October 20th 8am-12pm</p>																								
<p>Live Oak's Halloween Decorating Contest</p> <p>Please email bsmorens@yahoo.com to enter your house in the contest.</p> <p>Judging will be on Tuesday October 30th</p>	 <p><i>Fall</i></p>																								

Fun and Informative
Helps bring communities
together

Annual Budgets

Green Woods Phase 1 & II Homeowners Association, Inc.
Approved Operating Budget - Year Ending December 31, 2008 (94 lots)

Administrative Expenses:	Monthly	Quarterly	Annually	Notes
Management Service	\$ 470.00	\$ 1,410.00	\$ 5,640.00	Contract
PA Tax Preparation	\$ 58.33	\$ 175.00	\$ 700.00	Contract
Legal	\$ 25.00	\$ 75.00	\$ 300.00	Opinions/Interpret.
Bank Fees	\$ -			
Insurance (Liability, Prop. & D&O)	\$ 282.94	\$ 848.82	\$ 3,395.28	Based on 07 premium
Office Supplies (copies, coupons, print)	\$ 67.48	\$ 202.43	\$ 809.72	
Postage	\$ 15.00	\$ 45.00	\$ 180.00	
Annual Corp. Report	\$ 5.42	\$ 16.25	\$ 65.00	
Bad Debt	\$ -	\$ -	\$ -	
Storage of Records	\$ -	\$ -	\$ -	
Website	\$ -	\$ -	\$ -	
Social Events/Misc.	\$ -	\$ -	\$ -	
Total Administrative Expenses	\$ 924.17	\$ 2,772.50	\$ 11,090.00	
Utilities				
Electricity		\$ -	\$ -	
Water/Sewer		\$ -	\$ -	
Total Utilities	\$ -	\$ -	\$ -	
Landscaping & Grounds				
Lawn Maintenance Contract	\$ 707.50	\$ 2,122.50	\$ 8,490.00	Contract
Fertilization/Pest Control		\$ -	\$ -	
Annuals/Mulch/Sod Replacement	\$ 55.00	\$ 165.00	\$ 660.00	
Irrigation Repairs		\$ -	\$ -	
Tree Trimming	\$ 35.00	\$ 105.00	\$ 420.00	
Retention Pond Maintenance	\$ 215.00	\$ 645.00	\$ 2,580.00	Contract
Sign/Wall Repair & Pressure Cleaning	\$ 15.00	\$ 45.00	\$ 180.00	
Lighting & Electrical Repair	\$ 20.00	\$ 60.00	\$ 240.00	
Misc. Landscaping Improvements	\$ -	\$ -	\$ -	
Total Landscaping & Grounds	\$ 1,047.50	\$ 3,142.50	\$ 12,570.00	
Reserves for Cap. Expenditures				
Reserve - Contingency	\$ 65.00	\$ 195.00	\$ 780.00	
Total Reserves	\$ 65.00	\$ 195.00	\$ 780.00	
Total Expenses & Reserves	\$ 2,036.67	\$ 6,110.00	\$ 24,440.00	
Cost per Lot (94 lots)	\$ 21.67	\$ 65.00	\$ 260.00	
Increase from 2007			0%	

Easy to read annual budgets prepared for your review



Contract

THIS AGREEMENT, entered into this ____ of _____, 2009 and to be effective the first day of first day of _____, 2009 and expiring _____, 20__, by and between COMMUNITY MANAGEMENT SPECIALISTS, INC. (a Florida Corporation), whose address is 1750 West Broadway St., #220, Oviedo, Florida 32765 and whose mailing address is P.O. Box 620368, Oviedo, Florida 32762, hereinafter referred to as AGENT, and **KEMPTON PARK HOMEOWNERS ASSOCIATION, INC.**, located in Orlando, Florida, hereinafter referred to as ASSOCIATION.

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, the parties agree as follows:

This Agreement for services encompasses exclusively areas and services applicable only to common elements, limited common elements and/or recreational areas owned or presently leased by the membership of the Association, unless herein specifically provided for.

In the name and on the behalf of the Association, the Agent shall render services and perform duties as follows:

1. Provide supervision (one designated, state-licensed Property Manager), hereinafter referred to as the Manager, on a regular basis, except seven (7) legal holidays, i.e., New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
2. Cause the building, appurtenances and grounds of said Association Property, together with the Recreation Area, to be maintained according to the standards acceptable to the Association, including cleaning and such maintenance and repair work as may be necessary, subject to any limitations imposed by the Association in addition to those contained herein. The Agent shall not incur, on behalf of the Association, an expense for any single item of repair or replacement which exceeds \$1,000.00 (which may be revised in the future by written request) by the Association, unless specifically authorized by the Association except, however, such emergency repair as may involve a danger to life or property or as may be immediately necessary for the preservation and safety of the property or the members and occupants or as may be required to avoid the suspension of any necessary service to the property.
3. Take such action as may be necessary to comply with any and all orders or requirements affecting the property by any governmental agency having jurisdiction over it, unless specifically instructed by the Association that it intends to contest such orders or requirements and that the Agent shall not comply with the same. The Agent shall promptly notify the Association of any such orders or requirements upon receipt of same. The Agent shall work with an attorney selected and approved by the Association at no additional fee.



Contract (Cont'd)

4. Supervise and, where authorized by the Association, cause to be placed and kept in force all insurance necessary to protect the Association, including but not limited to, worker's compensation insurance, public liability insurance, fire and extended coverage insurance and burglary and theft insurance. The Agent shall promptly investigate and report to the Association with respect to all accidents and claims for damage relating to the ownership, operation and maintenance of the common elements of the property, including any damage or destruction thereto, and shall cooperate with and make such reports as are required by the insurance company in connection therewith. Determination that the appropriate types, forms and amounts of insurance coverage are in force shall remain the responsibility of the Board of Directors of the Association.
5. On or about ninety (90) days before the beginning of each new fiscal year, Agent will assist in preparing a budget, setting forth an itemized statement of anticipated receipts and disbursements. A final draft shall be submitted at least sixty (60) days prior to the commencement of the annual period for which it has been made.
6. Agent shall furnish the Association with Certificates of insurance evidencing the following:
 - Workers Compensation
 - Fidelity Bond
 - Liability Coverage in the amount of \$100,000.00. Agent shall indemnify and hold harmless the Association, its officers and directors, against any and all claims and costs for damage to the persons or properties of other, including the cost to defend such claims arising out of or occasioned by their operation on behalf of the Association, providing such claims, costs, etc., are due through the negligence or negligent acts of Agent's employees, agents or assigns; and likewise the Association.
7. The Manager will strictly enforce all Covenants, Conditions, Restrictions, Rules & Regulations or any other approved documents pertaining to "Restrictive Covenants" and provide follow up via Non-Compliance Action report at each Board meeting. In fulfilling this duty, the Manager will send letters to homeowners who are not in compliance based on Manager's own eyewitness accounts as well as eyewitness accounts of a member of the Board. Violation escalation and resolution will be conducted based on timeframes adopted by the Board.
8. The Manager shall act as the point of contact for homeowners requesting changes to their home or lot which requires review by the Association's Architectural Review Board, hereinafter referred to as the ARB, and faxing, mailing, or otherwise delivering said ARB applications to the Association-designated ARB contact. Upon review and return of the ARB application to the Manager by the designated ARB contact, Manager shall retain a copy of the ARB application for Association records and mail completed ARB application to the applicant.
9. The Manager will act in an advisory capacity, assisting the Board of Directors, hereinafter referred to as the Board, in all Association matters including attendance of up to a total of four (4) meetings per year, including but not limited to, Board meetings, Budget workshops & the Annual Meeting.
10. The Manager will act as a liaison between the Board and their chosen professional providers.



Contract (Cont'd)

11. Agent will invoice and collect assessment fees from homeowners and maintain accurate account records of each homeowner and post all debits, credits, applicable interest and/or late fees in a manner established by the Board of Directors, 30-day past due, 60-day 2nd notice, 10-day Final Notice & 45-day Intent to Lien.
12. Agent, as directed by the Board of Directors, shall arrange for preparation of intents to lien, liens, foreclosure proceedings or satisfactions of liens for delinquent assessments. Agent will coordinate with Association's attorney in collection activity handled by said attorney.
13. Agent will prepare estoppel letters for title companies or closing attorneys in a timely manner and will update Association ownership records upon notification of closing.
14. Agent shall pay all Association invoices in a timely manner so as to avoid unnecessary late fees. Checks will be issued on the 1st & 15th of each month, unless such date falls on a holiday, whereby such issuance will be completed the following business day. The Agent shall not be required to use its funds for the Association, or to assume any liability for the Association. Any monies borrowed by the Association from the Agent shall be paid back with interest bearing 15%.
15. Agent will attend **twelve (12) meetings** of the Board of Directors of the Association to include an Annual Meeting, if notified not less than fourteen (14) days in advance. Additional meetings and meetings that are in length of more than two (2) hours, shall be billed at the rate of \$75.00 per hour. The Manager shall prepare meeting notices and arrange with Association Board members for posting of such notice. Manager shall be responsible for preparing agendas, proxies, ballots, and other Annual, Special, or Board meeting information as required per Florida State Statutes and Association Documents. The Manager will take minutes at meetings of which Manager is in attendance, transcribe same, and e-mail said documentation to the Board prior to the next scheduled Board meeting.
16. Agent will provide a communications system for the convenience of the residents of the Association and will promptly make arrangements to have a properly qualified person available to handle emergencies affecting the entire Association complex. This service will be on a twenty-four (24) hours a day, seven (7) days per week basis. The Agent shall endeavor to secure full compliance by the members or other occupants with the Bylaws of the Association and such rules and regulations as may be established from time to time.
17. Agent will provide **monthly** inspections of the community, including, but not limited to; common areas, homeowner property, and any areas affecting the overall appearance & standards of the community. Reports of such inspections will be provided on a monthly basis in writing with the monthly financial statements showing all delinquencies and violations.



Contract (Cont'd)

18. The Association may request Agent to oversee special projects of construction, such as restoration, renovation, repairs, or improvements exceeding \$10,000.00 in cost. Agent shall receive a 5% Management Fee of total special project in such cases. Agents' role shall be to meet with contractors, engineers, architects, inspectors and other designated parties.
19. The terms, provisions and conditions of this Agreement shall be performed on behalf of the Association and all obligations or expenses shall be for the account, on behalf of and at the expense of the Association. This includes, but is not limited to, the printing and mailing of newsletters, meeting notices, billing notices, gate & telephone entries and any other costs incurred regarding Association business. The Agent shall not be obligated to make any sum except out of the funds of the Association held or provided as aforesaid, nor shall the Agent be obligated to incur any liability or obligation on behalf of the Association unless the necessary funds for the discharge of the aforementioned are provided.
20. Agent shall prepare specifications, solicit and collect bids on work that require bids and inspect the progress of maintenance, improvements and repair work on all common elements, limited common elements and/or recreational areas owned or presently leased by the membership of the Association, whether by contract or otherwise. Such inspections herein referred to shall be conducted by Agent as often as needed to ensure satisfactory performance, but no less frequently than monthly. When taking bids or issuing a purchase order, the Agent shall act at all times under the direction of the Association and shall be under a duty to secure for and direct to the Association any discounts, rebates or commissions obtainable as a result of such purchase.
21. Agent shall not incur liabilities (direct or contingent) upon the Association that are to become payable more than sixty (60) days from the creation thereof without prior Board approval.
22. From the funds of the Association, cause to be paid regularly and punctually:
 - Insurance premiums on insurance to be paid by the Association.
 - All taxes required to be paid by the Association
 - Utilities chargeable against the Association
 - Building inspection fees, water rates and other governmental fees, and other governmental charges.
 - Agent's fees as herein below set forth.
 - Such sums that become due and payable for expenses or other obligations incurred by the Agent on behalf of the association.
 - Such other amounts or charges as may be authorized by the Association.
 - All other amounts necessary for repair, maintenance and upkeep of the Association property, including all recreational areas and facilities.
23. In conjunction with such accounting or other personnel as may be employed by the Association, cause to be prepared for execution and filing by the Association, all forms, reports and returns required by law in connection with Unemployment Insurance, Worker's Compensation Insurance, Disability benefits, Social Security Withholding Taxes and other similar taxes now in effect or hereafter imposed, and such other requirements as may be related to the operation of the property and the employment of personnel. Income tax returns are to be prepared at the Association's expense.



Contract (Cont'd)

24. Cause to be maintained a separate system of records, books, and accounts for the Association in accordance with acceptable accounting principles and practices which records shall be subject to the examination by the officers, directors and duly authorized agents of the Association. Agent shall prepare and submit to the Board of Directors, monthly statements showing in detail all sums collected and expended on behalf of the Association pursuant to this Agreement. Agent will submit to the Board of Directors, on a monthly basis, a list of all delinquent accounts against all unit owners. Agent will prepare year-end financials for Association's Certified Public Accountant and mail to the Association membership. All supplies, printing and mailing costs incurred are the responsibility of the Association.
25. Employees hired on behalf of the Association (i.e. clubhouse attendants) will be billed at gross salary plus 20% of said salary.
26. An Association set-up fee will be billed at the rate of \$2.00 per household for administrative set-up in the database files of the Agent.

In addition to such duties and obligations that may be set forth herein, the duties and responsibilities of the Association shall be as follows:

- The Association shall indemnify and hold the Agent harmless of and from all expenses, court costs, attorney's fees, penalties or damages of any kind whatsoever incurred in connection with the management of the property, in connection with liability arising out of any federal, state or municipal law, regulation or ordinance or any claim for taxes or other charges which may be made against the Agent by reason of the management of the property, except as such may be caused by the willful or negligent conduct of the Agent, its agents and employees. The Association will carry, at its expense, all necessary liability and compensation insurance adequate to protect the interest of the Association and the Agent, which policies shall be so written as to protect the Agent in the same manner and to the same extent as the Association. The Association shall furnish the Agent a certificate evidencing that the Agent is named insured with respect to its liability and compensation insurance. All legal action to be filed by the Agent will be submitted by the Agent to the Board of Directors before filing takes place.



Contract (Cont'd)

- During the term of the Agreement, The Association, pursuant to its By-Laws, shall adopt as an operating budget, which shall provide a gross income to be collected from membership, assessments in an aggregate amount sufficient to defray all ordinary operating expenses, including the Agent's fee, plus a monthly sum to be maintained as a reserve for repairs and replacements. For the purpose of the Agreement, ordinary operating expenses shall be those expenses that are normal, routine and recurring in nature and ordinary to the normal operation of the property of the type and nature of the property that is the subject thereof. Such term shall not include expenses, which, by their nature, normally occur less frequently than annually or those expenses that, by the terms of the Agreement, are to be paid from the reserve for repairs and replacements, as hereinafter provided.
- Subject to the approval of the Board of Directors of the Association, the aggregate of the monthly assessments attributed to the repair and replacement reserve shall be utilized for the exterior maintenance of the Association property and capital improvements thereto and for painting, decorating, repairs, replacements and such other items of maintenance or operating expense as are not ordinary operating expenses as hereinabove defined.
- The Agent shall procure for the use of the Association, such ordinary and usual janitorial supplies as the Agent may deem necessary for maintenance of the property, and such supplies shall be purchased in the name of the Association.
- Termination. Either party may terminate this agreement, with due cause only (i.e. gross misconduct, illegal actions), by submitting a letter, in writing, giving sixty (60) days notice. If said deficiencies are corrected to the Board's satisfaction within that 60-day timeframe, the termination notice will be considered null and void upon agreement by both Agent and Association.
- Upon approval by the Association, which may not unreasonably be withheld, the Agent shall be permitted to place a sign on the premises to be managed hereunder with words to the effect that the premises are managed by the Agent.
- In the event that any of the terms or provisions or covenants of the Management Agreement are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not effect, alter, modify or impair in any manner whatsoever, any of the other terms, provisions or covenants hereof or the remaining portion of any terms, conditions or covenants held to be partially invalid or unenforceable.



Contract (Cont'd)

This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein. This Agreement supersedes all prior negotiations and all prior written and oral understandings and may not be amended, supplemented or discharged except by full performance of an instrument in writing, signed by all parties hereto. No promise, condition, representation, warranty, expressed or implied, not set forth herein shall bind any party herein.

None of the members of the Association's Board of Directors shall be held individually responsible for any debt, liabilities or engagements of the Association by reason of the execution of this Agreement and Agent fully agrees to exonerate, indemnify and hold each of them harmless from and against all claims and actions based upon or arising hereunder.

Agent shall be granted a fee of the contract option chosen below, per month for management, payable on or before the first of each month. Fees for periods after the initial term hereof shall be negotiated and agreed upon in writing; however, may not increase from the term stated below, from the execution date. Contract shall auto-renew upon expiration of said terms.

The Agent shall have the right to charge a transfer fee (\$100.00) for any sale transaction which occurs in the Association paid by the buyer to the Association, then reimbursed from the Association to the Agent; in the event the funds are joined into one check payable to the Association.

Contract Available Options:

- One (1) year contract- circle one (with gate management \$1,396.50 monthly same as \$4.75 per door) (without gate management \$1,249.50 monthly same as \$4.25 per door)
- Two (2) year contract-(All inclusive \$1,326.67, ((a monthly 5% savings of 69.83)) . An overall savings of \$1,675.92 over a 24 month period)**

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the day and year first written below.

_____ KEMPTON PARK HOA
(Association Name)

(Date)

By: _____
(President)

(Print Name)



References

- Tony Sculthorpe – President (407) 701-8941
 - Heatherbrooke Estates Homeowners Association, Inc.
 - Oviedo, Florida

- Candice Hawks – Vice President (407) 383-7948
 - Engle Homes

- Richard Jerman – President – Land Development (407) 221-7040
 - Mallard Enterprises, Inc.

- Fawn Lewis– President (407) 625-7914
 - Harbor Isle Homeowners Association, Inc.
 - Windermere, Florida

- Glarsnell Jean-Charles– President (407) 977-7412
 - Waverlee Woods Homeowners Association, Inc.
 - Oviedo, Florida

- John Walter– President (407) 579-2900
 - The Preserve at Soldier's Creek Homeowners Association, Inc.
 - Oviedo, Florida



Our thanks to the
Board of Directors of
KEMPTON PARK HOMEOWNERS
ASSOCIATION, INC.
for this opportunity.

